STATE OF SOUTH DAKOTA OFFICE OF PROCUREMENT MANAGEMENT 523 EAST CAPITOL AVENUE PIERRE, SOUTH DAKOTA 57501-3182

South Dakota's Targeted Response to the Opioid Crisis <u>Project Manager</u>

PROPOSALS ARE DUE NO LATER THAN June 2, 2017, 5:00 P.M. CDT

RFP #1022 BUYER: Department of

Social Services, Division

of Behavioral Health

POC: Mark Close

Mark.Close@state.sd.us

READ CAREFULLY

FIRM NAME:	AUTHORIZED SIGNATURE:
ADDRESS:	TYPE OR PRINT NAME:
CITY/STATE:	TELEPHONE NO:
ZIP (9 DIGIT):	FAX NO:
FEDERAL TAX ID#:	E-MAIL:
PRIMARY CONTACT INFORMATION	
CONTACT NAME:	TELEPHONE NO:
FAX NO:	E-MAIL:

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Social Services Division of Behavioral Health is soliciting proposals from qualified private entities to provide project management services to assist in the management of <u>South Dakota's Targeted Response to the Opioid Crisis grant</u>, a federal grant awarded to the State of South Dakota.

The Offeror will be responsible to manage the project in partnership with the Division Director of Behavioral Health, including the facilitation of grant-related activities including reporting requirements and assist the Division with project management related to the grant.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Social Services, Division of Behavioral Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #1022. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link http://dss.sd.gov/keyresources/rfp.aspx for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 LETTER OF INTENT

A **Letter of Intent** is not required for this proposal.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication

Deadline for Submission of Written Inquiries

Responses to Offeror Questions

Proposal Submission

Anticipated Award Decision/Contract Negotiation

May 8, 2017

May 16, 2017 by 5:00 PM CST

June 2, 2017 by 5:00 PM CST

June 16, 2017

1.5 SITE VISITS

There will be no site visit required prior to the Award Notice.

1.6 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original copy of the proposal, 5 identical copies, and 1digital copy in a Portable Document Format (PDF) loaded on a USB flash drive of the proposal, cost proposal, and any attachments shall be submitted. See Section 5.1.1 of this RFP.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

Request For Proposal #1022 - Due June 2, 2017 South Dakota Department of Social Services Attention: Mark Close 700 Governors Drive Pierre SD 57501-2291

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.8 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after **May 16, 2017**. Email inquiries must be sent to the point of contact Mark Close at **mark.close@state.sd.us** with the following wording, exactly as written, in the subject line: **RFP #1022 Questions**.

The Department of Social Services will respond to offerors inquiries by posting the offeror aggregated questions and Department responses on the DSS website at http://dss.sd.gov/keyresources/rfp.aspx no later than **May 19, 2017.** Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification

or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The purchase of service contract will begin on or about **July 1, 2017 and end on May 31, 2018.** The continuation of the contract in future years will be dependent on the Offeror's performance in implementing the program and grant funding.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The Offeror should indicate in their response any issues they have with any specific contract terms. If the Offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The Department of Social Services, Division of Behavioral Health is seeking an offeror to assist in project management of the South Dakota State Targeted Response to the Opioid Crisis (STR-OC) federal grant. South Dakota was awarded one year funding to support activities related to prevention and treatment of Opioid Use Disorder. Second year funding will be dependent on federal funding availability and requirements.

The Offeror is expected to assist the Division of Behavioral Health in the implementation of the Identified goals of the STR-OC grant as outlined in Attachment C. The state is not expecting a detailed response to each of the targeted goals; however, the proposal must include how project management will be implemented to meet the goals outlined in Attachment C.

- 3.1 The proposal must outline the process to be utilized to plan, implement and monitor the targeted goals of the STR-OC activities as outlined in Attachment C.
- 3.2 The Offeror must specify in writing their agreement to participate in national grantee meetings, project team meetings, and assist in the development of the required federal reports for the project.
- 3.3 The offeror must submit at least three unique examples of prior work in the area of coordinating local projects.
 - 3.3.1 The offeror will describe how their agency addressed any unique or specialized developmental challenges related to previous projects including project constraints (timeline, budget, and technical).
- 3.4 The proposal must describe the project implementation plan including information on meeting facilitation, preparing required meeting minutes, tracking progress on action items and establishing timelines for deliverables.
- 3.5 The proposal must describe their current ability to complete the components specified in the RFP.
- 3.6 The proposal will acknowledge in writing the following requirements: the offeror will collaborate with the Division of Behavioral Health during the planning and development of the required grant related activities as outlined in the grant proposal.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the data collection evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts**: Offerors and their agents (including subcontractors, employees, , or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.3 The offeror <u>may be asked to</u> submit a copy of their most recent independently audited financial statements.
- 4.4 The proposal must provide an overview that describes your agency's background, philosophy, general project management approach and areas of expertise and include the following information on the personnel to be assigned to the project: provide names, titles and professional experience of key staff who would be assigned to this project.
- 4.5 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented which will be on a statewide basis.
- 4.6 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization that are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and 5 copies shall be submitted.
 - 5.1.1 In addition, the offeror must submit 1 copy of their entire proposal, including all attachments and cost proposal, in PDF electronic format loaded on a USB flash drive. Offerors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form**. The State's Request for Proposal form completed and signed.
 - 5.2.2 Executive Summary. The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
 - 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Ability and proven history in handling special project constraints
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Availability to the project locale;
 - 6.1.7 Proposed project management techniques;
 - 6.18 Cost Report information
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.

6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

Submit a cost report for project activities. Send 1 original and 5 copies of the cost report. In Attachment B. Complete all sections of the attachment; do not leave any sections blank. Enter NA if a particular section is not applicable to your proposal.

ATTACHMENT A

STATE OF SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES DIVISION OF BEHAVIORAL HEALTH

Consultant Contract For Consultant Services Between

State of South Dakota Department of Social Services Division of Behavioral Health 700 Governors Drive Pierre, SD 57501-2291

Referred to as Consultant	Referred to as State

The State hereby enters into a contract for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

- 1. CONSULTANT'S South Dakota Vendor Number is ______.
- 2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of XXXXXX and shall end on May 31, 2018, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of Request for Proposal, RFP #.
- 3. PROVISIONS:
 - A. The Purpose of this Consultant contract:
 - 1
 - 2. Does this agreement involve Protected Health Information (PHI)? NO (X) If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the agreement (refer to attachment).
 - 3. The consultant will use state equipment, supplies or facilities.
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):

1.

C. The State agrees to:

1

- 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
- 3. Will the State pay Consultant expenses as a separate item? NO (X)

D. The TOTAL CONTRACT AMOUNT will not exceed \$_____.

4. BILLING:

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 45 days of the contract end date to receive payment for completed services. If a final bill cannot be submitted in 45 days, then a written request for extension of time and explanation must be provided to the State.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. ASSURANCE REQUIREMENTS:

The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbing Amendment (31 USC 1352), Debarment and Suspension (Executive orders 12549 and 12689), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009 as applicable.

8. RETENTION AND INSPECTION OF RECORDS:

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this contract shall be returned to the State within thirty days after written notification to the Consultant.

9. WORK PRODUCT:

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source

code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, State Data, End User Data, Personal Health Information, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Contract shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Contract will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

10. TERMINATION:

This contract may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Contract may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

11. FUNDING:

This Contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Contract will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. AMENDMENTS:

This Contract may not be assigned without the express prior written consent of the State. This Contract may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. SUPERCESSION:

All prior discussions, communications and representations concerning the subject matter of this Contract are superseded by the terms of this Contract, and except as specifically provided herein, this Contract constitutes the entire agreement with respect to the subject matter hereof.

15. IT STANDARDS:

Consultant warrants that the software and hardware developed or purchased for the state will be in compliance with the BIT Standards including but not limited to the standards for security, file naming conventions, executable module names, Job Control Language, systems software, and systems software release levels, temporary work areas, executable program size, forms management, network access, tape management, hosting requirements, administrative controls, and job stream procedures prior to the installation and acceptance of the final project. BIT standards can be found at http://bit.sd.gov/standards/.

16. SEVERABILITY:

In the event that any provision of this Contract shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this contract, which shall remain in full force and effect.

17. NOTICE:

Any notice or other communication required under this Contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. SUBCONTRACTORS:

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the contract presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Contract, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Contract. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

19. HOLD HARMLESS:

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

20. INSURANCE:

Before beginning work under this Contract, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. The Consultant, at all times during the term of this Contract, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than &500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000. (Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Contract. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Contract either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

22. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.

23. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Contract which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer

numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

25. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Consultant Signature		Date
State - DSS Division	Director Tiffany Wolfgang	Date
State - DSS Chief Fin	nancial Officer Laurie Mikkonen	Date
State – DSS Cabinet	Secretary Lynne A. Valenti	Date
Agency Coding:		
CFDA#		
Company		
Account		
Center Req		
Center User		
Dollar Total		
DSS Program	Contact Person	
	Phone	
DSS Fiscal	Contact Person	
	Phone	
Consultant	Program Contact Person	
	Phone	
Consulta	nt Fiscal Contact Person	
	Phone	
C	onsultant Email Address	

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

Attachment-B

STATE OF SOUTH DAKOTA RFP # 1022 REQUEST FOR PROPOSAL FUNDING REQUEST

Funding Period:	
Funding Subarea(s)	Total Cost
Personnel Costs:	
Administrative	
Professional/Program Staff	
Support Staff	
Benefits	
Other: (Describe)	
Consultant Costs:	
Training (Including staff hours to attend)	
Professional Fees and Contract Services	
Other: (Describe)	
Operating Costs:	
Occupancy (Rent/Lease)	
Utilities	
Equipment and Supplies	
Printing/Publishing/Postage	
Telephone/Cell Phones/ Internet	
Office Supplies	
Insurances	
Local Staff Travel	
Other Costs: (Describe)	
Other: Describe	
TOTAL FUNDING REQ	UEST

Attachment-C

Goal 1 – Assessing need to formulate action Objectives	Key Steps
1.1: Contribute to the design (Jan 2017), planning (Feb 2017), and outcomes discussion (April-May 2017) around opioid use surveillance, response, prevention and recovery in collaboration with SD Department of Health's CDC-DDPI statewide needs assessment activities.	 Attend scheduled meetings of the Opioid Abuse Advisory Committee (OAAC). 2-3 meetings are anticipated between April 2017 and August 2017. Participate in scheduled conference calls of the Advisory Committee. Calls are held monthly at minimum.
1.2: Leveraging the results of the CDC-DDPI needs assessment activities around patient and family/caregivers, conduct community dialogue sessions in up to five (5) communities to further explore supports in place for those directly affected by opioid misuse or abuse. Use the findings to validate proposed strategies within the strategic plan (Goal B) and to enhance the treatment services and supports statewide (Goal 4).	 Identify target communities. Work to identify key stakeholders within each community to co-host the meetings. Determine dates and times for community dialogue sessions. Arrange logistics. Develop and distribute invites. Host dialogue sessions (February 2018). Summarize findings and review with Opioid Abuse Advisory Committee; adapt or modify strategic plan to reflect insights gained. Distribute resulting action plan back to community participants to build engagement. Document any community action plans resulting from the meetings.
1.3: Conduct a follow-up assessment, in partnership with SD DOH, to strategically plan and execute naloxone distribution (Goal 3.A) across South Dakota.	 Facilitate a special meeting of representatives from the Opioid Abuse Advisory Committee and additional first responders to discuss needs and strategy. Identify target populations/geographic areas of need from initial needs assessment findings (October 2017). Develop requirements for deployment to inform tactical planning efforts in Goal 3A. (October 2017)
1.4: Building upon existing longitudinal studies in place within the Behavioral Health Division, SD DOH, and other state- and community-based agencies, create and support a data collection and outcome assessment dashboard to identify areas of effectiveness and opportunities for intervention from	 Develop and complete an inventory of data variable indicators from all ongoing evaluation activities in South Dakota specific to opioid use. Overlay national population data over South Dakota indicators to correlate use between national and subpopulation and services (from data above). Correlate risk factor characteristics consistent with opioid abuse. Compile the above into a web-based data system

a statewide perspective.

with a BI interface

- Allow for sorting at DSS region level and other characteristics that may be available subject to the data sets and how information is being collected at the local level
- Launch dashboard.
- Formulate annual reports to document findings.
- Formulate a summative report to document overall findings and remaining gaps/opportunities for continued improvement.

Goal 1 Outcomes:

- ✓ Completed needs assessment which will inform subsequent strategic and tactical planning efforts
- ✓ Outcome assessment dashboard for ongoing monitoring
- ✓ Formative and summative reports to document findings and overall goal accomplishment

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Goal 2 Outcomes:

- Comprehensive statewide strategic plan, including goals, objectives, and tasks with lead and timeline components.
- Electronic- and print-based documentation for dissemination to other stakeholders and state audiences.
- Enhanced SD-DSS and community provider representation on the Opioid Abuse Advisory Committee.

Goal 3 – Prevention

Objectives Key Steps

Goal 3.A – Integrated drug monitoring programs

- 3.A.1: Support the integration of the SD DOH Controlled Substance Registration database with the SD Board of Pharmacy's Prescription Drug Management Program to streamline registration processes and increase registration among prescribers/dispensers of controlled substances. Identify needed steps to integration by July 2017, and resource as appropriate.
- Identify and outline data system requirements and limitations.
- Craft an implementation plan with internal or contracted resources as identified.
- Resource and execute implementation plan.
- Develop training materials and delivery method.
- Market training dates and times.
- Host trainings.
- Assess training efficacy with exit survey.
- 3.A.2: Leveraging connections through the Opioid Abuse Advisory Committee, craft and execute a campaign to increase registration and utilization of the tools.
- Develop marketing plan and materials.
- Develop communications calendar.
- Execute marketing plan.
- Monitor registration rates through program's evaluation framework.

Goal 3.B - Training for OUD prevention and treatment providers

- 3.B.1: Train physicians, prescribers, and all those involved in the prevention of OUD using SAMHSA's Opioid Overdose Prevention Toolkit. Offer via webinar in conjunction with efforts supporting workforce development through an ECHO model as described in Objective 4.C.
- Using framework provided by the Opioid Overdose Prevention Toolkit, create and produce training materials specific to the target audiences.
- Identify best time and place for training(s), ensuring statewide access by physicians and prescribers.
- Coordinate logistics for in-person trainings offered in select communities across South Dakota.
- Execute in-person trainings.
- Set up webinar platform.
- Market webinar trainings.
- Execute webinar trainings.
- 3.B.2: Provide professional development and training to (a) physician and prescribers, and (b) treatment providers through sponsored-keynote speakers at a one conference per year that have a statewide reach.
- Identify a nationally recognized and reputable expert in the field of opioid abuse prevention.
- Coordinate with established conferences among professional associations in the state (e.g. South Dakota Association of Addiction and Prevention Professionals) to sponsor keynote sessions.

Goal 3.C - Local crisis response through an Opiate Awareness Program

- 3.C.1: Facilitate a minimum of five (5) community town hall meetings through the Prevention Resource Centers in South Dakota regarding the needs of the selected communities and strategies to support prevention and awareness of opioid use/misuse. Share and vet findings from the needs assessment to solidify the state's response to
- Identify target communities using information provided from the needs assessment in consultation with the Opioid Abuse Advisory Committee.
- Work to identify key stakeholders within each community to co-host the meetings.
- Determine dates and times for town hall meetings.
- Arrange logistics.
- Develop and distribute invites.
- Host town-hall meetings (March 2018).
- Summarize findings and review with Opioid Abuse

the opioid crisis.	 Advisory Committee; adapt or modify strategic plan to reflect insights gained. Distribute resulting action plan back to community participants to build engagement. Document any community action plans resulting from the meetings.
3.C.2: Create a website and supporting marketing materials to include information about the harmful effects of opiates, personal testimonials, and the medical community related to opioid use/misuse and where to get help.	 Issue an RFP and select a vendor to provide website creation and management services. Curate and develop information for the website. Populate website in partnership with selected vendor. Establish communications calendar for ongoing updates and social media interconnection.
3.C.3: Conduct presentations to high school youth on the dangers of opioid use. Reach a minimum of 100 schools and communities through the Prevention Resource Centers.	 Meet with Prevention Resource Center Directors to outline expectations and craft a workplan. Develop a simple presentation that outlines the opioid issues facing South Dakotans, specifically youth. Identify target schools/communities. Create travel/logistics schedule and make arrangements. Execute presentations (September-October 2018). Assess presentation effectiveness with follow-up survey.
3.C.4: Develop educational materials that are culturally sensitive for Native Americans, and work with providers and service agencies to utilize those materials.	 Define requirements as per ongoing work for the creation of specialized messaging to this subpopulation. Design to broadcast information regionally and produce materials (e.g. live action video or graphics). Draft and issue a RFP for a vendor to develop materials and distribution. Select vendor and execute agreement/implement scope of work. Distribute materials/videos to Native American communities through education and medical services.

Goal 3 Outcomes:

- ✓ Further equipped Prevention Resource Centers to educate and increased awareness at the local level around opioid use and abuse
- ✓ Engaged communities
- ✓ 100 (minimum) schools impacted, reaching thousands of high-school aged youth with prevention programming
- ✓ Streamlined drug monitoring programs to promote increased utilization and registration rates, and ultimately, drive earlier interventions made by prescribers and dispensers to impact their patients
- ✓ Culturally responsive and specific prevention materials for Native American population

✓ Increased awareness and referral (self- or family/friend) to community or virtual services or supports for OUD.

Coal A Tronten out	
Goal 4 – Treatment Objectives	Key Steps
Goal 4.A – Statewide access to MAT	
	cation-Assisted Treatments across South Dakota through
<u> </u>	es to in-person and virtual MAT clinics.
4.A.1: Conduct a follow-up	Identify target areas/populations of need
assessment in Q3 2017, in	 Identify target areas populations of freed Identify primary referral sources and process
partnership with SD DOH and the	 Determine indicators for referral
Opioid Abuse Advisory	 Identify referral sources and process
- · · · · · · · · · · · · · · · · · · ·	 Define training needs and deployment strategy
Committee, to strategically plan and execute statewide MAT access.	- Define training needs and deproyment strategy
	- Committee of the control of the co
4.A.2: Based on learnings from	Compile requirements from 4.A.1 into a RFP.
Objective 4.A.1, refine and finalize	 Issue RFP no later than September 2017.
requirements for statewide MAT	Review responses and conduct interviews
access, with (a) emphasis on	 Select partner(s) (January 2018). Define and actablish contract(s) with calcuted
telehealth delivery of care within	■ Define and establish contract(s) with selected
primary care clinics and emergency	partner(s) for MAT clinic access and
departments and (b) ability to	implementation, emphasizing quick turn-around as a
conduct case management for	key qualification. Launch initiative by June 2018.
patients referred to community	
providers, and issue a Request for	
Proposal to identify and select a	
partner(s) for deployment.	
4.A.3: Develop training modules to	• Compile training requirements through partnership
educate physicians, prescribers, and	with selected partner(s) on capacity-
community providers on MAT	building/planning efforts for statewide MAT access.
treatment. Launch modules no later	 Design training modules aligned with best practices
than June 2018.	with fidelity to the selected EBPs.
	■ Implement across various training platforms.
	 Integrate training within teleECHO clinic (Goal
	4.B).
	 Monitor training effectiveness and trainee
4448 11 6 1 1	satisfaction/knowledge gained on an ongoing basis.
4.A.4: Provide professional	 Identify a nationally recognized and reputable expert
development and training to	in the administration of MAT.
physicians, prescribers, and	■ Coordinate with established conferences among
treatment providers through	professional associations in the state to sponsor
sponsored-keynote speakers at one	keynote sessions.
conference per year that has a	
statewide reach.	
	npetency in OUD treatment, and better connect
	l physicians in complex case management and staffing
of OUD cases	m 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 1 2 1
4.B.1: In partnership with the	Through currently funded National Governor's

Opioid Abuse Advisory Committee, define requirements for Project ECHO replication in South Dakota (in progress). Complete implementation planning process by April 2017, and move to action between May and October 2017 in conjunction with the statewide strategic planning efforts. Association technical assistance project, define the state's implementation plan and continue 6-month planning process (ends April 2017).

- Form a working group of the Opioid Abuse Advisory Committee to support this work.
- Leverage findings of the needs assessment to identify gaps, define areas of strength, improvement and opportunities to improve case staffing.
- Assess availability of 'hub' members/experts to facilitate teleECHO clinics in South Dakota.
- Assess interest of community clinicians/'spoke' champions
- Identify potential partners and organizations to connect with in support of a teleECHO clinic
- Conduct follow-up conversations with providers, prescribers and physicians through relationships in the Opioid Abuse Advisory Committee to vet preliminary strategies derived from the NGA Learning Lab Technical Assistance process.
- Identify preliminary avenues for funding/revenue sources, program objectives, qualities of 'hub' team members, roles of those team members, curriculum for didactic presentations, and needed IT structure and support.

4.B.2: With selected partner(s), design an ECHO model workforce support hub for delivery of virtual evidence-based training and case staffing of complex OUD treatment cases by the end of 2018.

- Using the information gathered in 4.B.1 draft a RFP from which a selected vendor or consortium of partners could respond.
- Issue RFP and conduct interviews
- Finalize partner selection and execute a timeline
- Develop incentives for participation
- Identify and empower community champions for 'spokes'
- Identify and implement evaluation strategies and tracking tools

4.B.3: Launch the teleECHO clinic in South Dakota with selected partner/consortium, and aim to deploy pilot testing specific to OUD cases no later than March 2019.

- Develop standardized forms and processes for managing teleECHO clinics and patient cases
- Create HIPAA compliant tools to manage and report outcomes and facilitate patient case presentations
- Create and operationalize a data archive system
- Train all 'hub' and 'spoke' staff and providers on how to use the system
- Practice through pilot testing via three 'dry-runs' to work out problems with IT and connectivity, clinic protocols, and related concerns.
- Create marketing materials to communicate availability of teleECHO resources to statewide audiences
- Launch and implement ongoing quality monitoring

	metrics to ensure efficacy
4.B.4: Provide mini-grants to local communities to offset expenses with hardware integration and connection to the South Dakota ECHO hub established in Objective 4.C.1.	 Quantify grant size (\$) and anticipated volume of need based on requirements derived in the planning stages for teleECHO implementation. Create grant application form and define priority funding considerations based on needs identified. Initiate grant program and review applications; award funds. Follow-up with sites to ensure successful implementation.
Goal 4.C – Emergency crisis respons	se through naloxone distribution
	departments with naloxone to increase statewide access
and support distribution in high-need	
4.C.1: In partnership with SD DOH, establish a subcommittee of the Behavioral Health Advisory Council to develop and lead training for a naloxone distribution program in South Dakota.	 Connect with SD DOH CDC-DDPI program director/manager to identify potential participants. Select subcommittee participants. Convene kick-off meeting; define expectations and draft subcommittee charter. Set interim meeting schedule and reporting mechanism to Opioid Abuse Advisory Committee. Define project milestones.
4.C.2: Leveraging findings of the needs assessment (Objective 1.1), craft a targeted approach for implementation with identified pilot locations for initial roll-out, followed by a plan for statewide implementation. Launch in pilot communities by December 2017. 4.C.3: Define statewide launch	 Identify pilot locations. Define quality metrics. Define standing physician order requirements. Develop training and leave-behind materials. Solidify physical training locations for the pilot. Market training dates and times. Host training. Assess training efficacy with exit survey. Develop tactical plan and resources required.
tactical plan and launch date based on successes and lessons learned during the pilot.	 Revisit/update quality metrics based on pilot study. Solidify physical training locations for statewide rollout. Update training and leave-behind materials as needed. Market training dates and times. Host trainings. Assess training efficacy with exit survey.
ÿ	reatment options and cost assistance
 4.D.1: Develop and execute a communication and marketing plan to increase awareness of prevention and treatment resources along with financial assistance available. 4.D.2: Offer training on available treatment options to jails statewide (which are independently operated) in partnership with the South 	 Create marketing materials Create communication plan and calendar, including points of contact with clients and their families/caregivers Execute Develop training materials Define a training schedule and arrange logistics for conference presentation

Dakota Sheriffs' Association at
their annual conference in 2017 and
2018

- 4.D.3: Provide cost of treatment as payer of last resort for patients qualifying for indigent funding (based on federal poverty level of 185% or less) or meet SD DSS hardship guidelines (those do not qualify for indigent funding but have extenuating circumstances). Treatment will encompass both medications and behavioral health treatment to address OUD.
- Integrate STR funds as a payer type within the SD DSS system
- Educate community treatment providers about the availability of STR funds as a payer source of last resort

Goal 4 Outcomes:

- ✓ Equipped emergency responders to respond to a suspected opioid overdose with evidence-based practice
- ✓ Lives saved in result of naloxone administration in a crisis
- ✓ teleECHO infrastructure in place to deliver workforce training and staff complex cases
- ✓ Significantly enhanced case management capabilities across the state, particularly in rural and underserved areas
- ✓ Treatment cost assistance
- ✓ Training for OUD providers and physician
- ✓ Training for law enforcement, including jail staff

Goal 5 – Enhanced recovery support services Objectives Key Steps Goal 5.A – Improve treatment access via connection to resources and information through call

Goal 5.A – Improve treatment access via connection to resources and information through cal center support

- 5.A.I: Define information/content that needs to be developed to supplement materials of existing call centers specific to opioid use or abuse, and identify a partner for implementation.
- Identify information points/resources and staff training on opioid use/abuse needed by a call center to enable smooth referrals to community providers.
- Assess possibility of statewide implementation through one or more partners, identify gaps, and mitigate barriers to implementation.
- Draft RFP for services to existing call centers.
- Select a vendor(s) and establish execution timeline by March 2018.
- 5.A.2: Connect individuals and families/friends to resources within their community through enhanced training, content, and delivery provided by local support agencies (e.g. 2-1-1 services) via the selected vendor.
- Develop and promote a public awareness campaign to encourage affected individuals to access assistance and support through the identified hotline and/or two-way texting service.
- Develop a one-way educational texting campaign using short code and keywords to push out information about signs of opioid addiction and available resources.

- Finalize information content and prompts for call center use to encourage outreach to the hotline and connections to community resources.
- Establish enhanced protocols that include warm hand-offs and follow-up calls to individuals and family/friends to ensure referral connections to resources are established.
- Pilot test to evaluate efficacy of materials and identify areas of improvement.
- Refine, and launch.

Goal 5.B – Improve treatment retention and recovery through peer and family support services

- 5.B.1: Make available funding through an RFP process at the community level to develop peerbased recovery support networks that target individuals and families affected with/by OUD. Prioritize capacity building to communities of highest incidence of opioid use, targeting a minimum of five (5) communities in the state.
- Define minimum requirements for services, and draft RFP.
- Solicit responses from established or new recovery support services.
- Review responses and select partner(s).
- **5.B.2:** Launch community capacity building efforts with selected partner(s).
- Define steps for capacity building with partner based on their best practices (e.g. town hall meetings, community dialogues, stakeholder engagement).
- Create a project plan for each community, including community partner engagement strategy.
- Define key criteria for success in each community.
- Implement project plan at the grassroots level.
- Define materials, marketing needs, and promotion strategies to increase awareness among clients and their families within each community. Partner with Prevention Resource Centers and their town-hall process to inform these steps.
- Monitor community engagement with selected partner(s), and work to remove barriers and support efforts at the local level.
- **5.B.3:** Design and create training and education modules for employee and management audiences within the workplace.
- Define requirements and issue an RFP, prioritizing groups that have experience delivering substance abuse awareness education to corporate clients and a proven model for corporate engagement.
- Select target area for initial testing.
- Pilot test modules through established relationships with employers by October 2017.
- Refine modules as needed, and replicate in at least two other communities (central and western South Dakota).
- Target large employers for training. Leverage findings from peer-support recovery service capacity

building efforts (Objective 5.B.2) to inform target audiences/locations.

Goal 5 Outcomes:

- ✓ Equipped call centers with trained staff on opioid use crisis management and referral to treatment protocols
- ✓ Grassroots communities engaged around supporting their peers and families through recovery across South Dakota
- ✓ Workplace training and education initiatives to increase awareness among adults that are impacted by opioid use and misuse